

1 M. ELIZABETH DAY (SBN 177125)
eday@feinday.com
2 DAVID ALBERTI (SBN 220265)
dalberti@feinday.com
3 MARC BELLOLI (SBN 244290)
mbelloli@feinday.com
4 FEINBERG DAY ALBERTI LIM &
BELLOLI LLP
5 1600 El Camino Real, Suite 280
Menlo Park, CA 94025
6 Tel: 650.618.4360
Fax: 650.618.4368

7 Hao Ni (pro hac vice)
hni@nilawfirm.com
8 NI, WANG & MASSAND, PLLC
9 8140 Walnut Hill Lane, Suite 500
Dallas, TX 75231
10 Telephone: (972) 331-4600
11 Facsimile: (972) 314-0900

12 Attorneys for Plaintiff
HYPERMEDIA NAVIGATION LLC

DARIN W. SNYDER (S.B. #136003)
dsnyder@omm.com
LUANN L. SIMMONS (S.B. #203526)
lsimmons@omm.com
DAVID ALMELING (S.B. #235449)
dalmeling@omm.com
MELODY DRUMMOND HANSEN (S.B.
#278786)
mdrummondhansen@omm.com
MARK LIANG (S.B. #278487)
mliang@omm.com
BILL TRAC (S.B. #281437)
btrac@omm.com
O'MELVENY & MYERS LLP
Two Embarcadero Center, 28th Floor
San Francisco, California 94111-3823
Tel: (415) 984-8700 Fax: (415) 984-8701

Attorneys for Defendant
GOOGLE LLC

13 **UNITED STATES DISTRICT COURT**
14 **NORTHERN DISTRICT OF CALIFORNIA**
15 **OAKLAND DIVISION**

16
17 HYPERMEDIA NAVIGATION LLC,
18
19 Plaintiff,
20 v.
21 GOOGLE LLC,
22 Defendant.

Case No. 4:18-cv-06137-HSG

**STIPULATION AND ~~PROPOSED~~
PROTECTIVE ORDER FOR
LITIGATION INVOLVING PATENTS,
HIGHLY SENSITIVE
CONFIDENTIAL INFORMATION
AND/OR TRADE SECRETS**

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STIP. AND ~~PROPOSED~~ ORDER RE
PROTECT. ORD. FOR LITIGATION
INVOLVING PATENTS, CONF. INFO.
NO. 4:18-CV-06137-HSG

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the Parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The Parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The Parties further acknowledge, as set forth in Section 14.4, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a Party seeks permission from the Court to file material under seal.

2. DEFINITIONS

2.1 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c).

2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as their support staff).

2.4 Designated House Counsel: House Counsel who seek access to “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information in this matter.

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE”.

2.6 Disclosure or Discovery Material: all items or information, regardless of the

1 medium or manner in which it is generated, stored, or maintained (including, among other things,
2 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
3 responses to discovery in this matter.

4 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to
5 the litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or
6 as a consultant in this action, (2) is not a past or current employee of a Party or of a Party's
7 competitor, and (3) at the time of retention, is not anticipated to become an employee of a Party
8 or of a Party's competitor.

9 2.8 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or
10 Items: extremely sensitive "Confidential Information or Items," disclosure of which to another
11 Party or Non-Party would create a substantial risk of serious harm that could not be avoided by
12 less restrictive means.

13 2.9 "HIGHLY CONFIDENTIAL – SOURCE CODE" Information or Items:
14 extremely sensitive "Confidential Information or Items" representing computer code and
15 associated comments and revision histories, formulas, engineering specifications, or schematics
16 that define or otherwise describe in detail the algorithms or structure of software or hardware
17 designs, disclosure of which to another Party or Non-Party would create a substantial risk of
18 serious harm that could not be avoided by less restrictive means.

19 2.10 House Counsel: attorneys who are members in good standing of at least one state
20 bar, who are employees of a Party or a Party's affiliate, and who have responsibility for managing
21 this action. House Counsel does not include Outside Counsel of Record or any other outside
22 counsel.

23 2.11 Non-Party: any natural person, partnership, corporation, association, or other legal
24 entity not named as a Party to this action.

25 2.12 Outside Counsel of Record: attorneys who are not employees of a party to this
26 action but are retained to represent or advise a Party and have appeared in this action on behalf of
27 that Party or are affiliated with a law firm which has appeared on behalf of that Party.
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1 2.13 Party: any party to this action.

2 2.14 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
3 Material in this action.

4 2.15 Professional Vendors: persons or entities that provide litigation support services
5 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
6 organizing, storing, or retrieving data in any form or medium, and professional jury or trial
7 consultants) and their employees and subcontractors, who (1) have been retained by a Party or its
8 counsel to provide litigation support services with respect to this action, (2) are (including any
9 employees and subcontractors) not a past or current employee of a Party or of a Party's
10 competitor, and (3) at the time of retention, are not anticipated to become an employee of a Party
11 or of a Party's competitor.

12 2.16 Protected Material: any Disclosure or Discovery Material that is designated as
13 "CONFIDENTIAL," or as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" or as
14 "HIGHLY CONFIDENTIAL – SOURCE CODE."

15 2.17 Receiving Party: a Party that receives Disclosure or Discovery Material.

16 3. SCOPE

17 The protections conferred by this Stipulation and Order cover not only Protected Material
18 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)
19 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
20 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
21 However, the protections conferred by this Stipulation and Order do not cover the following
22 information: (a) any information that is in the public domain at the time of disclosure to a
23 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as
24 a result of publication not involving a violation of this Order, including becoming part of the
25 public record through trial or otherwise; and (b) any information known to the Receiving Party
26 prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who
27 obtained the information lawfully and under no obligation of confidentiality to the Designating
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1 Party. Any use of Protected Material at trial shall be governed by a separate agreement or order.

2 4. DURATION

3 Even after final disposition of this litigation, the confidentiality obligations imposed by
4 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a Court
5 order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all
6 claims and defenses in this action, with or without prejudice; or (2) entry of a final judgment
7 herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews
8 of this action, including the time limits for filing any motions or applications for extension of time
9 pursuant to applicable law.

10 5. DESIGNATING PROTECTED MATERIAL

11 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party
12 or Non-Party that designates information or items for protection under this Order must take care
13 to limit any such designation to specific material that qualifies under the appropriate standards.
14 To the extent it is practical to do so, the Designating Party must designate for protection only
15 those parts of material, documents, items, or oral or written communications that qualify – so that
16 other portions of the material, documents, items, or communications for which protection is not
17 warranted are not swept unjustifiably within the ambit of this Order.

18 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
19 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
20 unnecessarily encumber or retard the case development process or to impose unnecessary
21 expenses and burdens on other Parties) expose the Designating Party to sanctions.

22 If it comes to a Designating Party's attention that information or items that it designated
23 for protection do not qualify for protection at all or do not qualify for the level of protection
24 initially asserted, that Designating Party must promptly notify all other Parties that it is
25 withdrawing the mistaken designation.

26 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
27 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
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1 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
2 designated before the material is disclosed or produced.

3 Designation in conformity with this Order requires:

4 (a) for information in documentary form (e.g., paper or electronic documents, but
5 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing
6 Party affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
7 EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” to each page that contains
8 protected material. If only a portion or portions of the material on a page qualifies for protection
9 and if practicable to do so, the Producing Party also must clearly identify the protected portion(s)
10 (e.g., by making appropriate markings in the margins) and must specify, for each portion, the
11 level of protection being asserted.

12 A Party or Non-Party that makes original documents or materials available for inspection
13 need not designate them for protection until after the inspecting Party has indicated which
14 material it would like copied and produced. During the inspection and before the designation, all
15 of the material made available for inspection shall be deemed “HIGHLY CONFIDENTIAL –
16 ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the documents it wants
17 copied and produced, the Producing Party must determine which documents, or portions thereof,
18 qualify for protection under this Order. Then, before producing the specified documents, the
19 Producing Party must affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY
20 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE
21 CODE”) to each page that contains Protected Material. If only a portion or portions of the
22 material on a page qualifies for protection, the Producing Party also must clearly identify the
23 protected portion(s) (e.g., by making appropriate markings in the margins) and must specify, for
24 each portion, the level of protection being asserted.

25 (b) for testimony given in deposition or in other pretrial or trial proceedings, that
26 the Designating Party when practical identify on the record, before the close of the deposition,
27 hearing, or other proceeding, all protected testimony and specify the level of protection being
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1 asserted. When it is impractical to identify separately each portion of testimony that is entitled to
2 protection and it appears that substantial portions of the testimony may qualify for protection, the
3 Designating Party may invoke on the record (before the deposition, hearing, or other proceeding
4 is concluded) a right to have up to 21 days to identify the specific portions of the testimony as to
5 which protection is sought and to specify the level of protection being asserted. Only those
6 portions of the testimony that are appropriately designated for protection within the 21 days shall
7 be covered by the provisions of this Stipulated Protective Order. Alternatively, a Designating
8 Party may specify, at the deposition or up to 21 days afterwards if that period is properly invoked,
9 that the entire transcript shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL
10 – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE.”

11 Parties shall give the other Parties reasonable notice (a minimum of two business days) if
12 they reasonably expect a deposition, hearing or other proceeding to include Protected Material so
13 that the other Parties can ensure that only authorized individuals who have signed the
14 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those proceedings.
15 The use of a document as an exhibit at a deposition shall not in any way affect its designation as
16 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or
17 “HIGHLY CONFIDENTIAL – SOURCE CODE.”

18 Transcripts containing Protected Material shall have an obvious legend on the title page
19 that the transcript contains Protected Material, and the title page shall be followed by a list of all
20 pages (including line numbers as appropriate) that have been designated as Protected Material and
21 the level of protection being asserted by the Designating Party. The Designating Party shall
22 inform the court reporter of these requirements. Any transcript that is prepared before the
23 expiration of a 21-day period for designation shall be treated during that period as if it had been
24 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless
25 otherwise agreed. After the expiration of that period, the transcript shall be treated only as
26 actually designated.

27 (c) for information produced in some form other than documentary and for any
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1 other tangible items, that the Producing Party affix in a prominent place on the exterior of the
2 container or containers in which the information or item is stored the legend “CONFIDENTIAL”
3 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY
4 CONFIDENTIAL – SOURCE CODE”. If only a portion or portions of the information or item
5 warrant protection, the Producing Party, to the extent practicable, shall identify the protected
6 portion(s) and specify the level of protection being asserted.

7 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
8 designate qualified information or items does not, standing alone, waive the Designating Party’s
9 right to secure protection under this Order for such material. Upon timely correction of a
10 designation, the Receiving Party must make reasonable efforts to assure that the material is
11 treated in accordance with the provisions of this Order.

12 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

13 6.1 Timing of Challenges. Any Party may challenge a designation of confidentiality at
14 any time. Unless a prompt challenge to a Designating Party’s confidentiality designation is
15 necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a
16 significant disruption or delay of the litigation, a Party does not waive its right to challenge a
17 confidentiality designation by electing not to mount a challenge promptly after the original
18 designation is disclosed.

19 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
20 process by providing written notice of each designation it is challenging and describing the basis
21 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written
22 notice must recite that the challenge to confidentiality is being made in accordance with this
23 specific paragraph of the Protective Order. The Parties shall attempt to resolve each challenge in
24 good faith and must begin the process by conferring directly (in voice to voice dialogue; other
25 forms of communication are not sufficient) within 14 days of the date of service of notice. In
26 conferring, the Challenging Party must explain the basis for its belief that the confidentiality
27 designation was not proper and must give the Designating Party an opportunity to review the
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1 designated material, to reconsider the circumstances, and, if no change in designation is offered,
2 to explain the basis for the chosen designation. A Challenging Party may proceed to the next
3 stage of the challenge process only if it has engaged in this meet and confer process first or
4 establishes that the Designating Party is unwilling to participate in the meet and confer process in
5 a timely manner.

6 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without Court
7 intervention, the Challenging Party shall file and serve a motion to re-designate or de-designate
8 under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21
9 days of the initial notice of challenge or within 14 days of the Parties agreeing that the meet and
10 confer process will not resolve their dispute, whichever is earlier. Each such motion must be
11 accompanied by a competent declaration affirming that the movant has complied with the meet
12 and confer requirements imposed in the preceding paragraph.

13 The burden of persuasion in any such challenge proceeding shall be on the Designating
14 Party. Frivolous challenges and those made for an improper purpose (e.g., to harass or impose
15 unnecessary expenses and burdens on other Parties) may expose the Challenging Party to
16 sanctions. All Parties shall continue to afford the material in question the level of protection to
17 which it is entitled under the Designating Party's designation until the Court rules on the
18 challenge.

19 7. ACCESS TO AND USE OF PROTECTED MATERIAL

20 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
21 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
22 defending, or attempting to settle this litigation, and such Protected Material shall not be used for
23 any business purpose, in connection with any other legal proceeding, or directly or indirectly for
24 any other purpose whatsoever. Such Protected Material may be disclosed only to the categories of
25 persons and under the conditions described in this Order.¹ When the litigation has been

26 ¹ In the event a Non-Party witness is authorized to receive Protected Material that is to be used
27 during his/her deposition but is represented by an attorney not authorized under this Order to
28 receive such Protected Material, the attorney must provide prior to commencement of the
deposition an executed "Acknowledgment and Agreement to Be Bound" in the form attached

1 terminated, a Receiving Party must comply with the provisions of section 15 below (FINAL
2 DISPOSITION).

3 Protected Material must be stored and maintained by a Receiving Party at a location and
4 in a secure manner that ensures that access is limited to the persons authorized under this Order.
5 Protected Material shall not be copied or otherwise reproduced by a Receiving party, except for
6 transmission to qualified recipients, without the written permission of the Producing Party or by
7 further order of the Court.

8 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered
9 by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any
10 information or item designated “CONFIDENTIAL” only to:

11 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
12 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
13 information for this litigation and who have signed the “Acknowledgment and Agreement to Be
14 Bound” that is attached hereto as Exhibit A;

15 (b) up to one House Counsel of the Receiving Party to whom disclosure is
16 reasonably necessary for this litigation and who have signed the “Acknowledgment and
17 Agreement to Be Bound” (Exhibit A);

18 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
19 reasonably necessary for this litigation and who have signed the “Acknowledgment and
20 Agreement to Be Bound” (Exhibit A);

21 (d) the Court and its personnel;

22 (e) stenographic reporters, videographers and/or their staff, and Professional
23 Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25 (f) during their depositions, witnesses in the action to whom disclosure is

26 _____
27 hereto as Exhibit A. In the event such attorney declines to sign the “Acknowledgment and
28 Agreement to Be Bound” prior to the examination, the Parties, by their attorneys, shall jointly
seek a protective order from the Court prohibiting the attorney from disclosing Protected Material
in order for the deposition to proceed.

1 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound”
2 (Exhibit A), unless the Designating Party objects to such disclosure or except as otherwise
3 ordered by the Court. Before making such a disclosure, Receiving Party must provide notice
4 sufficient to allow the Designating Party to object. Pages of transcribed deposition testimony or
5 exhibits to depositions that reveal Protected Material must be separately bound by the court
6 reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective
7 Order;

8 (g) the author or recipient of a document containing the information or a custodian
9 or other person who otherwise possessed or personally knows the information; and

10 (h) mock jurors who have signed the “Acknowledgment and Agreement to Be
11 Bound” (Exhibit A).

12 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
13 Information or Items. Unless otherwise ordered by the Court or permitted in writing by the
14 Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY
15 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

16 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
17 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
18 information for this litigation and who have signed the “Acknowledgment and Agreement to Be
19 Bound” that is attached hereto as Exhibit A;

20 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary
21 for this litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound”
22 (Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.5(a)(2), below, have been
23 followed;

24 (c) the Court and its personnel;

25 (d) stenographic reporters, videographers and their respective staff, professional
26 jury or trial consultants, and Professional Vendors to whom disclosure is reasonably necessary for
27 this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
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1 A); and

2 (e) the author or recipient of a document containing the information or a custodian
3 or other person who otherwise possessed or personally knows the information, unless the
4 Designating Party objects to the disclosure.

5 7.4 Disclosure of “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or
6 Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a
7 Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL –
8 SOURCE CODE” only to:

9 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
10 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
11 information for this litigation and who have signed the “Acknowledgment and Agreement to Be
12 Bound” that is attached hereto as Exhibit A;

13 (b) up to three Experts of the Receiving Party (1) to whom disclosure is reasonably
14 necessary for this litigation, (2) who have signed the “Acknowledgment and Agreement to Be
15 Bound” (Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.5(a)(2), below
16 and specifically identified as eligible to access “HIGHLY CONFIDENTIAL – SOURCE CODE”
17 Information or Items, have been followed;

18 (c) the Court and its personnel;

19 (d) stenographic reporters, videographers and their respective staff who have
20 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A) and are transcribing or
21 videotaping a deposition wherein “HIGHLY CONFIDENTIAL – SOURCE CODE” Information
22 or Items are being discussed, provided that such reporters and videographers shall not retain or be
23 given copies of any portions of the source code, which if used during a deposition, will not be
24 attached as an exhibit to the transcript but instead shall be identified only by its production
25 numbers.

26 (e) while testifying at deposition or trial in this action only: (i) any current or
27 former officer, director or employee of the Producing Party or original source of the information;
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1 (ii) any person designated by the Producing Party to provide testimony pursuant to Rule 30(b)(6)
2 of the Federal Rules of Civil Procedure; and/or (iii) any person who authored, previously received
3 (other than in connection with this litigation), or was directly involved in creating, modifying, or
4 editing the “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or Items, as evident
5 from its face or reasonably certain in view of other testimony or evidence. Persons authorized to
6 view “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or Items pursuant to this
7 sub-paragraph shall not retain or be given copies of the “HIGHLY CONFIDENTIAL – SOURCE
8 CODE” Information or Items except while so testifying. Only printed copies of the Source Code
9 will be provided to testifying witnesses during their testimony.

10 7.5 Procedures for Approving or Objecting to Disclosure of “HIGHLY CONFIDENTIAL
11 – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE”
12 Information or Items to Experts.

13 (a)(1) Purposefully left blank.

14 (a)(2) Unless otherwise ordered by the court or agreed to in writing by the
15 Designating Party, a Party that seeks to disclose to an Expert (as defined in this Order) any
16 information or item that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’
17 EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” pursuant to paragraph 7.3(c)
18 first must make a written request to the Designating Party² that (1) identifies the general
19 categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY
20 CONFIDENTIAL – SOURCE CODE” information that the Receiving Party seeks permission to
21 disclose to the Expert, (2) sets forth the full name of the Expert and the city and state of his or her
22 primary residence, (3) attaches a copy of the Expert’s current resume, (4) identifies the Expert’s
23 current employer(s), (5) identifies each person or entity from whom the Expert has received

24 _____
25 ² For a Designating Party that is a Non-Party, experts previously disclosed and approved prior to
26 the Non-Party’s production of any information or item that has been designated “HIGHLY
27 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE
28 CODE” need not be disclosed to said Non-Party unless such Non-Party requests such information
prior to the production of any Protected Material. Moreover, unless otherwise requested by the
Non-Party, subsequently disclosed experts need not be disclosed to the Non-Party before that
Non-Party’s Protected Material may be disclosed thereto.

1 compensation or funding for work in his or her areas of expertise or to whom the expert has
2 provided professional services, including in connection with a litigation, at any time during the
3 preceding five years,³ and (6) identifies (by name and number of the case, filing date, and location
4 of court) any litigation in connection with which the Expert has offered expert testimony,
5 including through a declaration, report, or testimony at a deposition or trial, during the preceding
6 five years.

7 (b) A Party that makes a request and provides the information specified in the
8 preceding respective paragraphs may disclose the subject Protected Material to the identified
9 Expert unless, within 14 days of delivering the request, the Party receives a written objection
10 from the Designating Party. Any such objection must set forth in detail the grounds on which it is
11 based.

12 (c) A Party that receives a timely written objection must meet and confer with the
13 Designating Party (through direct voice to voice dialogue) to try to resolve the matter by
14 agreement within seven days of the written objection. If no agreement is reached, the Party
15 seeking to make the disclosure to the Expert may file a motion as provided in Civil Local Rule 7
16 (and in compliance with Civil Local Rule 79-5, if applicable) seeking permission from the court
17 to do so. Any such motion must describe the circumstances with specificity, set forth in detail the
18 reasons why the disclosure to the Expert is reasonably necessary, assess the risk of harm that the
19 disclosure would entail, and suggest any additional means that could be used to reduce that risk.
20 In addition, any such motion must be accompanied by a competent declaration describing the
21 parties' efforts to resolve the matter by agreement (i.e., the extent and the content of the meet and
22 confer discussions) and setting forth the reasons advanced by the Designating Party for its refusal
23 to approve the disclosure.

24 (d) In any such proceeding, the Party opposing disclosure to the Expert shall bear
25 the burden of proving that the risk of harm that the disclosure would entail (under the safeguards

26 ³ If the Expert believes any of this information is subject to a confidentiality obligation to a third-
27 party, then the Expert should provide whatever information the Expert believes can be disclosed
28 without violating any confidentiality agreements, and the Party seeking to disclose to the Expert
shall be available to meet and confer with the Designating Party regarding any such engagement.

1 proposed) outweighs the Receiving Party's need to disclose the Protected Material to its Expert.

2 (e) A party who has not previously objected to disclosure of Protected Material to
3 an Expert or whose objection has been resolved with respect to previously produced Protected
4 Material shall not be precluded from raising an objection to an Expert at a later time with respect
5 to Protected Material that is produced after the time for objecting to such Expert has expired or if
6 new information about that Expert is disclosed or discovered. Any such objection shall be
7 handled in accordance with the provisions set forth above.

8 8. PROSECUTION AND ACQUISITION BAR

9 (a) Absent written consent from Google LLC, any individual who receives access
10 to "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" or
11 "HIGHLY CONFIDENTIAL – SOURCE CODE" information designated by Google LLC shall
12 not be involved in the prosecution of patents or patent applications relating to navigating between
13 elements on a website or between websites, or on an application or between applications,
14 including without limitation the patents asserted in this action and any patent or application
15 claiming priority to or otherwise related to the patents asserted in this action, before any foreign
16 or domestic agency, including the United States Patent and Trademark Office ("the Patent
17 Office"). For purposes of this paragraph, "prosecution" includes any activity related to (i) the
18 preparation or prosecution (for any person or entity) of patent applications, including among
19 others reexamination and reissue applications or (ii) participating, drafting, amending, advising,
20 or otherwise affecting the scope or maintenance of patent claims, or providing assistance with any
21 of the foregoing activities.⁴ To avoid any doubt, "prosecution" as used in this paragraph does not
22 include representing a party challenging a patent before a domestic or foreign agency (including,
23 but not limited to, a reissue protest, *ex parte* reexamination, *inter partes* reexamination, *inter*
24 *partes* review, post grant review or covered business method review). This Prosecution Bar shall
25 begin when access to "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" or
26 "HIGHLY CONFIDENTIAL – SOURCE CODE" information is first received by the affected

27 _____
28 ⁴ Prosecution includes, for example, original prosecution, reissue, *inter partes* review, post grant review, covered business method review and reexamination proceedings.

1 individual and shall end two (2) years after final termination of this action.

2 (b) Absent written consent from Google LLC, any individual who receives access
3 to “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or
4 “HIGHLY CONFIDENTIAL – SOURCE CODE” information designated by Google LLC shall
5 not be involved in activity related to: (i) the acquisition of patents or patent applications (for any
6 person or entity) relating to navigating between elements on a website or between websites, or on
7 an application or between applications; or (ii) advising or counseling clients regarding the same.

8 This Acquisition Bar shall begin when access to “CONFIDENTIAL,” “HIGHLY
9 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE
10 CODE” information is first received by the affected individual and shall end two (2) years after
11 final disposition of this action as provided herein.

12 9. SOURCE CODE

13 (a) To the extent production of source code becomes necessary in this case, a
14 Producing Party may designate material as “HIGHLY CONFIDENTIAL - SOURCE CODE” if it
15 comprises, includes, or substantially discloses confidential, proprietary or trade secret source code
16 or algorithms. This material may include, among things, technical design documentation that
17 comprises, includes, or substantially discloses source code or algorithms.

18 (b) Protected Material designated as “HIGHLY CONFIDENTIAL – SOURCE
19 CODE” shall be subject to all of the protections afforded to “HIGHLY CONFIDENTIAL –
20 ATTORNEYS’ EYES ONLY” information including the Prosecution Bar set forth in Paragraph 8
21 and the Acquisition Bar set forth in Paragraph 8, and may be disclosed only as set forth in
22 Paragraph 7.4.

23 (c) Any source code produced in discovery shall only be made available for
24 inspection, not produced except as set forth below, in a format allowing it to be reasonably
25 reviewed and searched, during normal business hours or at other mutually agreeable times, at (1)
26 an office of the Producing Party or the Producing Party’s primary outside counsel of record or (2)
27 another mutually agreed upon location. Any location under (1) or (2) shall be within the United
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1 States. The source code shall be made available for inspection on a secured computer (the “Source
2 Code Computer”) in a secured, locked room without Internet access or network access to other
3 computers, and the Receiving Party shall not copy, remove, or otherwise transfer any portion of
4 the source code onto any recordable media or recordable device. The secured computer shall have
5 disk encryption and be password protected. Use or possession of any input/output device (e.g.,
6 USB memory stick, mobile phone or tablet, camera or any camera-enabled device, CD, floppy
7 disk, portable hard drive, laptop, or any device that can access the Internet or any other network
8 or external system, etc.) is prohibited while accessing the computer containing the source code.
9 All persons entering the locked room containing the source code must agree to submit to
10 reasonable security measures to ensure they are not carrying any prohibited items before they will
11 be given access to the locked room. The computer containing source code will be made available
12 for inspection during regular business hours, upon reasonable notice to the producing party,
13 which shall not be less than 3 business days in advance of the requested inspection. The
14 Producing Party may visually monitor the activities of the Receiving Party’s representatives
15 during any source code review, but only to ensure that there is no unauthorized recording,
16 copying, or transmission of the source code.

17 (d) No person shall copy, e-mail, transmit, upload, download, print,
18 photograph or otherwise duplicate any portion of the designated “HIGHLY CONFIDENTIAL -
19 SOURCE CODE” material, except that the Receiving Party may request paper copies of limited
20 portions of source code, but only if and to the extent reasonably necessary for the preparation of
21 court filings, pleadings, expert reports, or other papers, or for deposition or trial. In no event may
22 the Receiving Party print more than 35 consecutive pages, or an aggregate total of more than 500
23 pages, of source code during the duration of the case without prior written approval by the
24 Producing Party. In the event the Receiving Party requires additional pages, the Parties will meet
25 and confer with the burden on the Receiving Party to show good cause why additional pages are
26 necessary. The Receiving Party shall not request paper copies for the purposes of reviewing the
27 source code other than electronically as set forth in paragraph (c) in the first instance. Within 5
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1 business days or such additional time as necessary due to volume requested, the Producing Party
2 will provide the requested material on watermarked or colored paper bearing Bates numbers and
3 the legend "HIGHLY CONFIDENTIAL - SOURCE CODE" unless objected to as discussed
4 below. At the inspecting Party's request, up to two additional sets (or subsets) of printed source
5 code may be requested and provided by the Producing Party in a timely fashion. Even if within
6 the limits described, the Producing Party may challenge the amount of source code requested in
7 hard copy form or whether the source code requested in hard copy form is reasonably necessary
8 to any case preparation activity pursuant to the dispute resolution procedure and timeframes set
9 forth in Paragraph 6 whereby the Producing Party is the "Challenging Party" and the Receiving
10 Party is the "Designating Party" for purposes of dispute resolution. Contested printouts do not
11 need to be produced to the Receiving Party until the matter is resolved by the Court.

12 (e) The Receiving Party shall maintain a record of any individual who has
13 inspected any portion of the source code in electronic or paper form. The Receiving Party shall
14 maintain all printed portions of the source code in a secured, locked area under the direct control
15 of counsel responsible for maintaining the security and confidentiality of the designated materials.
16 Any paper copies designated "HIGHLY CONFIDENTIAL - SOURCE CODE" shall be stored or
17 viewed only at (i) the offices of outside counsel for the Receiving Party, (ii) the offices of outside
18 experts or consultants who have been approved to access source code; (iii) the site where any
19 deposition is taken (iv) the Court; or (v) any intermediate location necessary to transport the
20 information to a hearing, trial or deposition. Except as provided in subsection (i) of this section,
21 the Receiving Party shall not create any electronic or other images of the paper copies and shall
22 not convert any of the information contained in the paper copies into any electronic format. Any
23 printed pages of source code, and any other documents or things reflecting source code that have
24 been designated by the producing party as "HIGHLY CONFIDENTIAL - SOURCE CODE" may
25 not be copied, digitally imaged or otherwise duplicated, except in limited excerpts necessary to
26 attach as exhibits to depositions, expert reports, or court filings as discussed below. Any paper
27 copies used during a deposition shall be retrieved by the Receiving Party at the end of each day
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1 and must not be given to or left with a court reporter or any other unauthorized individual.

2 (f) The Receiving Party's outside counsel and/or expert shall be entitled to
3 take notes relating to the source code but may not copy source code into the notes, but may copy
4 names of functions, variables, or other elements into the notes so long as the copied sections do
5 not include a string of consecutive names or expressions or a substantial portion of one or more
6 lines of source code. No copies of all or any portion of the source code may leave the room in
7 which the source code is inspected except as otherwise provided herein. Further, no other written
8 or electronic record of the source code is permitted except as otherwise provided herein.

9 (g) A list of names of persons who will view the source code will be provided
10 to the producing party in conjunction with any written (including email) notice requesting
11 inspection. The Receiving Party shall maintain a daily log of the names of persons who enter the
12 locked room to view the source code and when they enter and depart. The Producing Party shall
13 be entitled to a copy of the log.

14 (h) The Receiving Party's outside counsel shall maintain a log of all copies of
15 the source code (received from a Producing Party) that are delivered by the Receiving Party to
16 any person. The log shall include the names of the recipients and reviewers of copies and
17 locations where the copies are stored. Upon request by the Producing Party, the Receiving Party
18 shall provide reasonable assurances and/or descriptions of the security measures employed by the
19 Receiving Party and/or person that receives a copy of any portion of the source code.

20 (i) Except as provided in this paragraph, the Receiving Party may not create
21 electronic images, or any other images, of the source code from the paper copy for use on a
22 computer (e.g., may not scan the source code to a PDF, or photograph the code). The Receiving
23 Party may create an electronic copy or image of limited excerpts of source code only to the extent
24 necessary in a pleading, exhibit, expert report, discovery document, deposition transcript, other
25 Court document, or any drafts of these documents⁵ ("SOURCE CODE DOCUMENTS"). The
26 Receiving Party shall only include such excerpts as are reasonably necessary for the purposes for

27 ⁵ Drafts shall only include those excerpts the Receiving Party believes will be included in the
28 final version.

1 which such part of the Source Code is used. Images or copies of Source Code shall not be
2 included in correspondence between the parties (references to production numbers shall be used
3 instead) and shall be omitted from pleadings and other papers except to the extent permitted
4 herein. The Receiving Party may create an electronic image of a selected portion of the Source
5 Code only when the electronic file containing such image has been encrypted using commercially
6 reasonable encryption software including password protection. The communication and/or
7 disclosure of electronic files containing any portion of source code shall at all times be limited to
8 individuals who are authorized to see source code under the provisions of this Protective
9 Order. Additionally, all electronic copies must be labeled "HIGHLY CONFIDENTIAL -
10 SOURCE CODE."

11 (j) To the extent portions of source code are quoted in a SOURCE CODE
12 DOCUMENT, either (1) the entire document will be stamped and treated as HIGHLY
13 CONFIDENTIAL- SOURCE CODE or (2) those pages containing quoted Source Code will be
14 separately bound, and stamped and treated as HIGHLY CONFIDENTIAL - SOURCE CODE.

15 (k) The Receiving Party shall maintain a log of all electronic images and paper
16 copies of Source Code Material in its possession or in the possession of its retained consultants,
17 including the names of the recipients and reviewers of any electronic or paper copies and the
18 locations where the copies are stored.

19 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
20 LITIGATION

21 If a Party is served with a subpoena issued by a court, arbitral, administrative, or
22 legislative body, or with a court order issued in other litigation that compels disclosure of any
23 information or items designated in this action as "CONFIDENTIAL" or "HIGHLY
24 CONFIDENTIAL – ATTORNEYS' EYES ONLY" or "HIGHLY CONFIDENTIAL – SOURCE
25 CODE" that Party must:

26 (a) promptly notify in writing the Designating Party. Such notification shall
27 include a copy of the subpoena or court order;

28 (b) promptly notify in writing the person who caused the subpoena or order to

1 issue in the other litigation that some or all of the material covered by the subpoena or order is
2 subject to this Protective Order. Such notification shall include a copy of this Stipulated
3 Protective Order; and

4 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
5 Designating Party whose Protected Material may be affected.⁶

6 If the Designating Party timely⁷ seeks a protective order, the Party served with the
7 subpoena or court order shall not produce any information designated in this action as
8 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or
9 “HIGHLY CONFIDENTIAL – SOURCE CODE” before a determination by the court from
10 which the subpoena or order issued, unless the Party has obtained the Designating Party’s
11 permission. The Designating Party shall bear the burden and expense of seeking protection in that
12 court of its confidential material – and nothing in these provisions should be construed as
13 authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from
14 another court.

15 11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
16 LITIGATION

17 (a) The terms of this Order are applicable to information produced by a Non-
18 Party in this action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
19 ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE”. Such
20 information produced by Non-Parties in connection with this litigation is protected by the
21 remedies and relief provided by this Order. Nothing in these provisions should be construed as
22 prohibiting a Non-Party from seeking additional protections.

23 (b) In the event that a Party is required, by a valid discovery request, to
24 produce a Non-Party’s confidential information in its possession, and the Party is subject to an
25 agreement with the Non-Party not to produce the Non-Party’s confidential information, then the

26 ⁶ The purpose of imposing these duties is to alert the interested parties to the existence of this
27 Protective Order and to afford the Designating Party in this case an opportunity to try to protect
its confidentiality interests in the court from which the subpoena or order issued.

28 ⁷ The Designating Party shall have at least 14 days from the service of the notification pursuant to
Section 10(a) to seek a protective order.

1 Party shall:

2 1. promptly notify in writing the Requesting Party and the Non-Party that
3 some or all of the information requested is subject to a confidentiality agreement with a Non-
4 Party;

5 2. promptly provide the Non-Party with a copy of the Stipulated Protective
6 Order in this litigation, the relevant discovery request(s), and a reasonably specific description of
7 the information requested; and

8 3. make the information requested available for inspection by the Non-Party.

9 (c) If the Non-Party fails to object or seek a protective order from this Court
10 within 14 days of receiving the notice and accompanying information, the Receiving Party may
11 produce the Non-Party's confidential information responsive to the discovery request. If the Non-
12 Party timely objects or seeks a protective order, the Receiving Party shall not produce any
13 information in its possession or control that is subject to the confidentiality agreement with the
14 Non-Party before a determination by the Court.⁸ Absent a Court order to the contrary, the Non-
15 Party shall bear the burden and expense of seeking protection in this court of its Protected
16 Material.

17 12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

18 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
19 Material to any person or in any circumstance not authorized under this Stipulated Protective
20 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the
21 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the
22 Protected Material, (c) inform the person or persons to whom unauthorized disclosures were
23 made of all the terms of this Order, and (d) request such person or persons to execute the
24 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

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27 ⁸ The purpose of this provision is to alert the interested parties to the existence of confidentiality
28 rights of a Non-Party and to afford the Non-Party an opportunity to protect its confidentiality
interests in this court.

1 13. PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

2 When a Producing Party gives notice to Receiving Parties that certain produced material is
3 subject to a claim of privilege or other protection, the obligations of the Receiving Parties are
4 those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to
5 modify whatever procedure may be established in an e-discovery order that provides for
6 production without prior privilege review. If information is produced in discovery that is subject
7 to a claim of privilege or of protection as trial-preparation material, the party making the claim
8 may notify any party that received the information of the claim and the basis for it. After being
9 notified, a party must promptly return or destroy the specified information and any copies it has
10 and may not sequester, use or disclose the information until the claim is resolved. This includes a
11 restriction against presenting the information to the court for a determination of the claim. A
12 Producing Party may assert privilege or protection over produced documents at any time by
13 notifying the Receiving Party in writing of the assertion of privilege or protection. In addition,
14 information that contains privileged matter or attorney work product shall be immediately
15 returned if such information appears on its face to have been inadvertently produced. Pursuant to
16 Federal Rule of Evidence 502(d) and (e), the production of a privileged or work-product-
17 protected document is not a waiver of privilege or protection from discovery in this case or in any
18 other federal or state proceeding. For example, the mere production of privileged or work-
19 product-protected documents in this case as part of a mass production is not itself a waiver in this
20 case or any other federal or state proceeding.

21 14. MISCELLANEOUS

22 14.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
23 seek its modification by agreement with other Parties or by applying to the Court if such
24 agreement cannot be reached. Furthermore, without application to the Court, any party that is a
25 beneficiary of the protections of this Order may enter a written agreement releasing any other
26 party hereto from one or more requirements of this Order even if the conduct subject to the
27 release would otherwise violate the terms herein.

28 14.2 Right to Assert Other Objections. By stipulating to the entry of this Protective

1 Order no Party waives any right it otherwise would have to object to disclosing or producing any
2 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
3 Party waives any right to object on any ground to use in evidence of any of the material covered
4 by this Protective Order.

5 14.3 No Agreement Concerning Discoverability. The identification or agreed upon
6 treatment of certain types of Disclosure and Discovery Material does not reflect agreement by the
7 Parties that the disclosure of such categories of Disclosure and Discovery Material is required or
8 appropriate in this action. The Parties reserve the right to argue that any particular category of
9 Disclosure and Discovery Material should not be produced.

10 14.4 Export Control. Disclosure of Protected Material shall be subject to all applicable
11 laws and regulations relating to the export of technical data contained in such Protected Material,
12 including the release of such technical data to foreign persons or nationals in the United States or
13 elsewhere. Each party receiving Protected Information shall comply with all applicable export
14 control statutes and regulations. *See, e.g.*, 15 CFR 734.2(b). No Protected Information may leave
15 the territorial boundaries of the United States of America or be made available to any foreign
16 national who is not (i) lawfully admitted for permanent residence in the United States or (ii)
17 identified as a protected individual under the Immigration and Naturalization Act (8 U.S.C.
18 1324b(a)(3)). Without limitation, this prohibition extends to Protected Information (including
19 copies) in physical and electronic form. The viewing of Protected Information through electronic
20 means outside the territorial limits of the United States of America is similarly
21 prohibited. Notwithstanding this prohibition, Protected Information, exclusive of material
22 designated RESTRICTED CONFIDENTIAL - SOURCE CODE, and to the extent otherwise
23 permitted by law, may be taken outside the territorial limits of the United States if it is reasonably
24 necessary for a deposition taken in a foreign country. The restrictions contained within this
25 paragraph may be amended through the consent of the producing Party to the extent that such
26 agreed to procedures conform with applicable export control laws and regulations.

27 14.5 Filing Protected Material. Without written permission from the Designating Party
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1 or a Court order secured after appropriate notice to all interested persons, a Party may not file in
2 the public record in this action any Protected Material. A Party that seeks to file under seal any
3 Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
4 under seal pursuant to a Court order authorizing the sealing of the specific Protected Material at
5 issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request
6 establishing that the Protected Material at issue is privileged, protectable as a trade secret, or
7 otherwise entitled to protection under the law. If a Receiving Party's request to file Protected
8 Material under seal pursuant to Civil Local Rule 79-5(e) is denied by the court, then the
9 Receiving Party may file the Protected Material in the public record pursuant to Civil Local Rule
10 79-5(e)(2) unless otherwise instructed by the court.

11 14.6 Use of Protected Material at Hearing or Trial. A Party shall provide a minimum of
12 two business day's notice to the Producing Party in the event that a Party intends to use any
13 Protected Information during trial. Subject to any challenges under Section 6, the Parties will not
14 oppose any reasonable request by the Producing Party that the courtroom be sealed, if allowed by
15 the Court, during the presentation of any testimony, evidence, or argument relating to or
16 involving the use of any Protected Material.

17 14.7 No Limitation on Legal Representation. Nothing in this Order shall preclude or
18 impede Outside Counsel of Record's ability to communicate with or advise their client in
19 connection with this litigation based on such counsel's review and evaluation of Protected
20 Material, provided however that such communications or advice shall not disclose or reveal the
21 substance or content of any Protected Material other than as permitted under this Order.

22 14.8 Violations. If any Party violates the limitations on the use of Protected Material as
23 described above, the Party violating this Order shall be subject to sanctions, or any other remedies
24 as appropriate, as ordered by the Court. In the event motion practice is required to enforce the
25 terms of this Order, the prevailing party on such a motion shall be awarded costs, expenses, and
26 fees, including attorney or other professional fees, incurred in connection with the discovery of
27 the violation and the preparation, filing, and arguing of the motion or any other proceedings
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1 resulting from the violation.

2 14.9 Agreement Upon Execution. Each of the Parties agrees to be bound by the terms of
3 this Stipulated Protective Order as of the date counsel for such party executes this Stipulated
4 Protective Order, even if prior to entry of this Order by the Court.

5 15. FINAL DISPOSITION

6 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
7 Receiving Party must return all Protected Material to the Producing Party or destroy such
8 material. As used in this subdivision, “all Protected Material” includes all copies, abstracts,
9 compilations, summaries, and any other format reproducing or capturing any of the Protected
10 Material. Whether the Protected Material is returned or destroyed, the Receiving Party must
11 submit a written certification to the Producing Party (and, if not the same person or entity, to the
12 Designating Party) by the 60-day deadline that (1) identifies (by category, where appropriate) all
13 the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has
14 not retained any copies, abstracts, compilations, summaries or any other format reproducing or
15 capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to
16 retain an archival copy of all pleadings, motions and trial briefs (including all supporting and
17 opposing papers and exhibits thereto), written discovery requests and responses (and exhibits
18 thereto), deposition transcripts (and exhibits thereto), trial transcripts, and exhibits offered or
19 introduced into evidence at any hearing or trial, and their attorney work product which refers or is
20 related to any CONFIDENTIAL and CONFIDENTIAL OUTSIDE COUNSEL ONLY
21 information for archival purposes only. Any such archival copies that contain or constitute
22 Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

23 16. INTERPRETATION, ENFORCEMENT, AND CONTINUING JURISDICTION The
24 United States District Court for the Northern District of California is responsible for the
25 interpretation and enforcement of this Order. After final disposition of this litigation, the
26 provisions of this Order shall continue to be binding except with respect to that Disclosure or
27 Discovery Material that become a matter of public record. This Court retains and shall have
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1 continuing jurisdiction over the Parties and recipients of the Protected Material for enforcement
2 of the provision of this Order following final disposition of this litigation. All disputes concerning
3 Protected Material produced under the protection of this Order shall be resolved by the United
4 States District Court for the Northern District of California.

5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
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1 Filer's Attestation: Pursuant to Civil L.R. 5-1(i)(3), I attest under penalty of perjury that
2 concurrence in the filing of the document has been obtained from each of its signatories.

3
4 Dated: January 21, 2019

Dated: January 21, 2019

5
6 By: /s/ Hao Ni
Hao Ni

By: /s/ Melody Drummond Hansen
Melody Drummond Hansen

7 M. ELIZABETH DAY (SBN 177125)
eday@feinday.com
8 DAVID ALBERTI (SBN 220265)
dalberti@feinday.com
9 MARC BELLOLI (SBN 244290)
mbelloli@feinday.com
10 FEINBERG DAY ALBERTI LIM &
BELLOLI LLP
11 1600 El Camino Real, Suite 280
Menlo Park, CA 94025
12 Tel: 650.618.4360
Fax: 650.618.4368

13
14 Hao Ni (pro hac vice)
hni@nilawfirm.com
15 NI, WANG & MASSAND, PLLC
8140 Walnut Hill Lane, Suite 500
Dallas, TX 75231
16 Telephone: (972) 331-4600
Facsimile: (972) 314-0900

17
18 Attorneys for Plaintiff
19 HYPERMEDIA NAVIGATION LLC

DARIN W. SNYDER (S.B. #136003)
dsnyder@omm.com
LUANN L. SIMMONS (S.B. #203526)
lsimmons@omm.com
DAVID ALMELING (S.B. #235449)
dalmeling@omm.com
MELODY DRUMMOND HANSEN (S.B.
#278786)
mdrummondhansen@omm.com
MARK LIANG (S.B. #278487)
mliang@omm.com
BILL TRAC (S.B. #281437)
btrac@omm.com
O'MELVENY & MYERS LLP
Two Embarcadero Center, 28th Floor
San Francisco, California 94111-3823
Tel: (415) 984-8700 Fax: (415) 984-8701

Attorneys for Defendant
GOOGLE LLC

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21
22 **IT IS ORDERED** that the foregoing Agreement is approved.

23
24 Dated: 1/22/2019



25 United States District Judge
26 Haywood S. Gilliam, Jr.
27
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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare
5 under penalty of perjury that I have read in its entirety and understand the Stipulated Protective
6 Order that was issued by the United States District Court for the Northern District of California in
7 the case of Hypermedia Navigation LLC v. Google LLC, 3:18-cv-6137-HSG. I agree to comply
8 with and to be bound by all the terms of this Stipulated Protective Order and I understand and
9 acknowledge that failure to so comply could expose me to sanctions and punishment in the nature
10 of contempt. I solemnly promise that I will not disclose in any manner any information or item
11 that is subject to this Stipulated Protective Order to any person or entity except in strict
12 compliance with the provisions of this Order.

13 I further agree to submit to the jurisdiction of the United States District Court for the
14 Northern District of California for the purpose of enforcing the terms of this Stipulated Protective
15 Order, even if such enforcement proceedings occur after termination of this action.

16
17 Date: _____

18 City and State where sworn and signed: _____

19
20 Printed name: _____

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22 Signature: _____